

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 62
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-10-R-00614		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED
7. ISSUED BY FAA, NAS Automation & Facilities Acquisition Division (AMQ-200) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		CODE		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4933	
				6. REQUISITION/PURCHASE AC-10-00614 (FAA Internal Use Only)	

Firm Fixed Price SOLICITATION Teradyne Software Development

9. Sealed offers in original and one copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:00 p.m. local time Feb 19, 2010.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME Cynthia Cooper	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-2601
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No. 3.3.1-6)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Request for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE 3W3H7	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code) (405) 253-8200	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932	CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25710 Oklahoma City, OK 73125-4913
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

*******NOTE TO ALL INTERESTED OFFERORS*******

THE FAA IS CONSIDERING THE AWARD OF MULTIPLE CONTRACTS FOR THE FOLLOWING EFFORT; HOWEVER, THE FAA ALSO RESERVES THE RIGHT TO MAKE A SINGLE CONTRACT AWARD. IN THE EVENT THAT SPLIT CONTRACT AWARDSS ARE MADE (EITHER TWO OR THREE CONTRACT AWARDS) POTENTIAL OFFERORS ARE REQUESTED TO SUBMIT A PROPOSAL FOR A SINGLE CONTRACT AWARD (SCHEDULE 1), A PROPOSAL FOR TWO CONTRACT AWARDS (SCHEDULE 2) AS WELL AS A PROPOSAL FOR THREE CONTRACT AWARDS (SCHEDULE 3).

The Contractor shall furnish all labor, transportation, equipment, materials, supplies, management, coordination and supervision to provide the items identified in this schedule and in accordance with Attachment 1, Statement of Work (SOW). The scope of this contract is to provide Test Program Sets for the following circuit card assemblies:

SCHEDULE 1 (SINGLE AWARD)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	5930-01-300-8303,ARMS,120024-0001	1	EA	\$ _____	\$ _____
2	5998-01-311-9874,ARMS,119982-0001	1	EA	\$ _____	\$ _____
3	5998-01-311-9869,ARMS,19966-0001	1	EA	\$ _____	\$ _____
4	5895-01-363-2022, MARK20 ,120300-0001	1	EA	\$ _____	\$ _____
5	5998-01-363-2043, MARK 20, 120289-0001	1	EA	\$ _____	\$ _____
6	5998-01-311-9872,ARMS,119983-0001	1	EA	\$ _____	\$ _____
7	5998-01-162-6641, 2GVORTAC, 2800076G001	1	EA	\$ _____	\$ _____
8	5998-01-311-9870, ARMS, 19972-0001	1	EA	\$ _____	\$ _____
9	5998-01-383-0061, MARK 20, 120291-0002	1	EA	\$ _____	\$ _____
10	5998-01-383-0068, MARK 20, 120286-0001	1	EA	\$ _____	\$ _____
11	5998-01-083-4333, DME9639, 103135	1	EA	\$ _____	\$ _____
12	5998-01-147-2481, DME9783, 103663	1	EA	\$ _____	\$ _____
13	5998-01-300-8311,ARMS,120001-0001	1	EA	\$ _____	\$ _____
14	5998-01-050-9438, ASR8, 821813-1	1	EA	\$ _____	\$ _____
15	5998-01-299-5829, ASR8, 821520-1	1	EA	\$ _____	\$ _____
16	5998-01-393-0331, VOR DME, 120225-0001	1	EA	\$ _____	\$ _____
17	5998-01-311-9873,ARMS,119988-0001	1	EA	\$ _____	\$ _____

SCHEDULE 1 (SINGLE AWARD)

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
18	5998-01-299-6573, ARMS, 119970-0001	1	EA	\$ _____	\$ _____
19	5998-01-051-6618, ASR8, 821765-1	1	EA	\$ _____	\$ _____
20	5998-01-472-8142, ALSF2NBP, U3001063	1	EA	\$ _____	\$ _____
21	5998-01-051-6617, ASR8, 821762-1	1	EA	\$ _____	\$ _____
22	5998-01-050-9431, ASR8, 821768-1	1	EA	\$ _____	\$ _____
23	5998-01-082-8375, DME9639, 103134	1	EA	\$ _____	\$ _____
24	5998-01-146-6950, DME9783, 103642	1	EA	\$ _____	\$ _____
25	5998-01-490-3292, ALSF2NBP, 93001085	1	EA	\$ _____	\$ _____
26	5998-01-473-2157, ALSF2NBP, U3001074	1	EA	\$ _____	\$ _____
27	5998-01-394-2540, VOR DME, 120228-0001	1	EA	\$ _____	\$ _____
28	5998-01-160-0246, 2GVORTAC, 119436-0001	1	EA	\$ _____	\$ _____
29	5998-01-227-8535, 2GVORTAC, 2800082G001	1	EA	\$ _____	\$ _____
30	5998-01-220-6974, 2GVORTAC, 119588-0001	1	EA	\$ _____	\$ _____
31	5998-01-394-2536, VOR DME, 120229-0002	1	EA	\$ _____	\$ _____
32	5998-01-363-2031, MARK 20, 120307-0001	1	EA	\$ _____	\$ _____
33	5998-01-214-2550, 2GVORTAC, 119442-0001	1	EA	\$ _____	\$ _____
34	5998-01-394-2542, VOR DME, 120217-0001	1	EA	\$ _____	\$ _____
35	5998-01-394-2543, VOR DME, 120219-0003	1	EA	\$ _____	\$ _____
36	5998-01-076-5437, ARTS2E, 2670-1946	1	EA	\$ _____	\$ _____
37	5998-01-394-2539, VOR DME, 120216-0001	1	EA	\$ _____	\$ _____
38	5998-01-472-8139, ALSF2NBP, U3001060	1	EA	\$ _____	\$ _____
39	5998-01-472-7339, ALSF2NBP, U3001055	1	EA	\$ _____	\$ _____
40	5998-01-408-9469, PAPI, 3001001-01	1	EA	\$ _____	\$ _____
41	5998-01-408-7555, PAPI, 3001004-01	1	EA	\$ _____	\$ _____
42	5998-01-363-2037, MARK 20, 120312-0001	1	EA	\$ _____	\$ _____
43	5998-01-473-2079, ALSF2NBP, U3001072	1	EA	\$ _____	\$ _____

SCHEDULE 2 (2 CONTRACT AWARDS)

GROUP A

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	5930-01-300-8303,ARMS,120024-0001	1	EA	\$ _____	\$ _____
2	5998-01-311-9874,ARMS,119982-0001	1	EA	\$ _____	\$ _____
3	5895-01-363-2022, MARK20 ,120300-0001	1	EA	\$ _____	\$ _____
4	5998-01-311-9872,ARMS,119983-0001	1	EA	\$ _____	\$ _____
5	5998-01-311-9870,ARMS,19972-0001	1	EA	\$ _____	\$ _____
6	5998-01-083-4333, DME9639, 103135	1	EA	\$ _____	\$ _____
7	5998-01-147-2481, DME9783, 103663	1	EA	\$ _____	\$ _____
8	5998-01-050-9438, ASR8, 821813-1	1	EA	\$ _____	\$ _____
9	5998-01-393-0331, VOR DME, 120225-0001	1	EA	\$ _____	\$ _____
10	05998-01-299-6573,ARMS,119970-0001	1	EA	\$ _____	\$ _____
11	5998-01-472-8142, ALSF2NBP, U3001063	1	EA	\$ _____	\$ _____
12	5998-01-050-9431, ASR8, 821768-1	1	EA	\$ _____	\$ _____
13	5998-01-490-3292, ALSF2NBP, 93001085	1	EA	\$ _____	\$ _____
14	5998-01-227-8535, 2GVORTAC, 2800082G001	1	EA	\$ _____	\$ _____
15	5998-01-394-2536, VOR DME, 120229-0002	1	EA	\$ _____	\$ _____
16	5998-01-214-2550, 2GVORTAC, 119442-0001	1	EA	\$ _____	\$ _____
17	5998-01-394-2543, VOR DME, 120219-0003	1	EA	\$ _____	\$ _____
18	5998-01-394-2539, VOR DME, 120216-0001	1	EA	\$ _____	\$ _____
19	5998-01-472-7339, ALSF2NBP, U3001055	1	EA	\$ _____	\$ _____
20	5998-01-408-7555, PAPI, 3001004-01	1	EA	\$ _____	\$ _____
21	5998-01-473-2079, ALSF2NBP, U3001072	1	EA	\$ _____	\$ _____

SCHEDULE 2 (2 CONTRACT AWARDS)

GROUP B

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
22	5998-01-311-9869,ARMS,19966-0001	1	EA	\$ _____	\$ _____
23	5998-01-363-2043, MARK 20, 120289-0001	1	EA	\$ _____	\$ _____
24	5998-01-162-6641, 2GVORTAC, 2800076G001	1	EA	\$ _____	\$ _____
25	5998-01-383-0061, MARK 20, 120291-0002	1	EA	\$ _____	\$ _____
26	5998-01-383-0068, MARK 20, 120286-0001	1	EA	\$ _____	\$ _____
27	5998-01-300-8311,ARMS,120001-0001	1	EA	\$ _____	\$ _____
28	5998-01-299-5829, ASR8, 821520-1	1	EA	\$ _____	\$ _____
29	5998-01-311-9873,ARMS,119988-0001	1	EA	\$ _____	\$ _____
30	5998-01-051-6618, ASR8, 821765-1	1	EA	\$ _____	\$ _____
31	5998-01-051-6617, ASR8, 821762-1	1	EA	\$ _____	\$ _____
32	5998-01-082-8375, DME9639, 103134	1	EA	\$ _____	\$ _____
33	5998-01-146-6950, DME9783, 103642	1	EA	\$ _____	\$ _____
34	5998-01-394-2540, VOR DME, 120228-0001	1	EA	\$ _____	\$ _____
35	5998-01-473-2157, ALSF2NBP, U3001074	1	EA	\$ _____	\$ _____
36	5998-01-160-0246, 2GVORTAC, 119436-0001	1	EA	\$ _____	\$ _____
37	5998-01-220-6974, 2GVORTAC, 119588-0001	1	EA	\$ _____	\$ _____
38	5998-01-363-2031, MARK 20, 120307-0001	1	EA	\$ _____	\$ _____
39	5998-01-394-2542, VOR DME, 120217-0001	1	EA	\$ _____	\$ _____
40	5998-01-076-5437, ARTS2E, 2670-1946	1	EA	\$ _____	\$ _____
41	5998-01-472-8139, ALSF2NBP, U3001060	1	EA	\$ _____	\$ _____
42	5998-01-408-9469, PAPI, 3001001-01	1	EA	\$ _____	\$ _____
43	5998-01-363-2037, MARK 20, 120312-0001	1	EA	\$ _____	\$ _____

SCHEDULE 3 (3 CONTRACT AWARDS)

GROUP A

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	5930-01-300-8303,ARMS,120024-0001	1	EA	\$ _____	\$ _____
2	5998-01-311-9874,ARMS,119982-0001	1	EA	\$ _____	\$ _____
3	5998-01-162-6641, 2GVORTAC, 2800076G001	1	EA	\$ _____	\$ _____
4	5998-01-050-9438, ASR8, 821813-1	1	EA	\$ _____	\$ _____
5	5998-01-393-0331, VOR DME, 120225-0001	1	EA	\$ _____	\$ _____
6	5998-01-051-6617, ASR8, 821762-1	1	EA	\$ _____	\$ _____
7	5998-01-082-8375, DME9639, 103134	1	EA	\$ _____	\$ _____
8	5998-01-146-6950, DME9783, 103642	1	EA	\$ _____	\$ _____
9	5998-01-473-2157, ALSF2NBP, U3001074	1	EA	\$ _____	\$ _____
10	5998-01-394-2536, VOR DME, 120229-0002	1	EA	\$ _____	\$ _____
11	5998-01-214-2550, 2GVORTAC, 119442-0001	1	EA	\$ _____	\$ _____
12	5998-01-394-2543, VOR DME, 120219-0003	1	EA	\$ _____	\$ _____
13	5998-01-408-9469, PAPI, 3001001-01	1	EA	\$ _____	\$ _____
14	5998-01-363-2037, MARK 20, 120312-0001	1	EA	\$ _____	\$ _____

GROUP B

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
15	5998-01-311-9869,ARMS,19966-0001	1	EA	\$ _____	\$ _____
16	5998-01-311-9872,ARMS,119983-0001	1	EA	\$ _____	\$ _____
17	5998-01-311-9870,ARMS,19972-0001	1	EA	\$ _____	\$ _____
18	5998-01-383-0061, MARK 20, 120291-0002	1	EA	\$ _____	\$ _____
19	5998-01-383-0068, MARK 20, 120286-0001	1	EA	\$ _____	\$ _____
20	5998-01-300-8311,ARMS,120001-0001	1	EA	\$ _____	\$ _____
21	5998-01-311-9873,ARMS,119988-0001	1	EA	\$ _____	\$ _____
22	5998-01-472-8142, ALSF2NBP, U3001063	1	EA	\$ _____	\$ _____
23	5998-01-050-9431, ASR8, 821768-1	1	EA	\$ _____	\$ _____
24	5998-01-394-2540, VOR DME, 120228-0001	1	EA	\$ _____	\$ _____

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
25	5998-01-220-6974, 2GVORTAC, 119588-0001	1	EA	\$ _____	\$ _____
26	5998-01-363-2031, MARK 20, 120307-0001	1	EA	\$ _____	\$ _____
27	5998-01-076-5437, ARTS2E, 2670-1946	1	EA	\$ _____	\$ _____
28	5998-01-472-7339, ALSF2NBP, U3001055	1	EA	\$ _____	\$ _____
29	5998-01-408-7555, PAPI, 3001004-01	1	EA	\$ _____	\$ _____

GROUP C

<u>ITEM</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
30	5895-01-363-2022, MARK20 ,120300-0001	1	EA	\$ _____	\$ _____
31	5998-01-363-2043, MARK 20, 120289-0001	1	EA	\$ _____	\$ _____
32	5998-01-083-4333, DME9639, 103135	1	EA	\$ _____	\$ _____
33	5998-01-147-2481, DME9783, 103663	1	EA	\$ _____	\$ _____
34	5998-01-299-5829, ASR8, 821520-1	1	EA	\$ _____	\$ _____
35	5998-01-299-6573, ARMS, 119970-0001	1	EA	\$ _____	\$ _____
36	5998-01-051-6618, ASR8, 821765-1	1	EA	\$ _____	\$ _____
37	5998-01-490-3292, ALSF2NBP, 93001085	1	EA	\$ _____	\$ _____
38	5998-01-160-0246, 2GVORTAC, 119436-0001	1	EA	\$ _____	\$ _____
39	5998-01-227-8535, 2GVORTAC, 2800082G001	1	EA	\$ _____	\$ _____
40	5998-01-394-2542, VOR DME, 120217-0001	1	EA	\$ _____	\$ _____
41	5998-01-394-2539, VOR DME, 120216-0001	1	EA	\$ _____	\$ _____
42	5998-01-472-8139, ALSF2NBP, U3001060	1	EA	\$ _____	\$ _____
43	5998-01-473-2079, ALSF2NBP, U3001072	1	EA	\$ _____	\$ _____

CLIN 44

Travel	1	Lot	\$ 8,000.00
Travel and Subsistence expenses associated with performance of subject contract (approx 8 trips) . Costs associated with this CLIN must be approved in advance by the ACO and are reimbursable in accordance with Federal Travel Regulations and Clause CLA 4531			Gov't Estimate

PART I - SECTION C
SCOPE OF WORK

C.1 SCOPE OF WORK (JAN 1997)

CLA.1112R

The Contractor shall furnish all personnel, services, and other direct costs to provide the items identified in Part I, Section B, Supplies or Services and Prices/Costs, in accordance with the Statement of Work, terms, conditions, and provisions set forth herein.

C.2 EMERGENCY SITUATIONS AND EXERCISES DURING CONTRACT PERFORMANCE
(SEP 2001)

CLA.4548

(a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.

(b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.

(c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then *announced at the time of an exercise*, contractor personnel will be excused from /evacuations.

(d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND
MARKING (JAN 1997)

CLA.2110

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 QUALITY MANAGEMENT SYSTEM (QMS) DEFINED

An auditable Quality Management System (QMS) containing all elements of the ISO 9001:2000 Standard shall exist. Applicable IC workmanship standards shall be followed. Product will be inspected and accepted/rejected at destination by the FAA for Technical Specifications and Packaging Specifications or as stated in the contract. Certificates of Compliance shall be supplied where applicable. Reference AMS Clause 3.10.4-15 with full text found at <http://fast.faa.gov/> (follow links to Certificate of Compliance) or <http://conwrite.faa.gov/archive/3-10-4-15.htm>.

E.2 INSPECTION AND ACCEPTANCE (JAN 1997)**CLA.1906**

(a) The Government reserves the right to have its authorized representative inspect the material at the contractor's plant prior to shipment. To facilitate such inspection, the contractor shall give the Contracting Officer a written or telegraphic notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number, and date of proposed inspection. The offeror shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant _____

Location _____

(b) The Government may waive inspection at contractor's plant. In such event, final inspection will be at destination.

(c) In the event the Government does choose to inspect at the contractor's plant, final inspection at destination shall be ONLY for evaluation of test results, damage in transit, quantity, item substitution, and visual defects.

(d) Final acceptance will be at destination.

(e) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Supplies—Fixed-Price" (AMS 3.10.4-2.)

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses")

3.10.4-2 INSPECTION OF SUPPLIES – FIXED PRICE
3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE AND COST
REIMBURSEMENT (APRIL 1996)
3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APR 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

(a) In support of the information contained in Provision H.6, Split Award, potential contractors are hereby advised that, depending on the Schedule that is awarded (Schedule 1, Schedule 2 or Schedule 3), the Government desires and requires delivery of the supplies under this contract within the number of calendar days stated below beginning on the date of contractor's receipt of order:

**SCHEDULE 1a (SINGLE AWARD) (BASED ON CONTRACT AWARD BY MAR 5, 2010) FIRST
PRODUCTION SET REQUIRED**

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 19, 2010		Mar 19, 2010
*2	Apr 30, 2010		Apr 30, 2010
*3	Apr 30, 2010		Apr 30, 2010
*4	Apr 30, 2010		Apr 30, 2010
*5	Apr 30, 2010		Apr 30, 2010
*6	Apr 30, 2010		Apr 30, 2010
*7	Apr 30, 2010		Apr 30, 2010
*8	Apr 30, 2010		Apr 30, 2010
*9	Apr 30, 2010		Apr 30, 2010
*10	Apr 30, 2010		Apr 30, 2010
*11	May 28, 2010		May 28, 2010
*12	May 28, 2010		May 28, 2010
*13	May 28, 2010		May 28, 2010
*14	May 28, 2010		May 28, 2010
*15	May 28, 2010		May 28, 2010
*16	May 28, 2010		May 28, 2010
*17	May 28, 2010		May 28, 2010
*18	May 28, 2010		May 28, 2010
*19	May 28, 2010		May 28, 2010
*20	Jun 25, 2010		Jun 25, 2010
*21	Jun 25, 2010		Jun 25, 2010
*22	Jun 25, 2010		Jun 25, 2010
*23	Jun 25, 2010		Jun 25, 2010
*24	Jun 25, 2010		Jun 25, 2010
*25	Jun 25, 2010		Jun 25, 2010
*26	Jun 25, 2010		Jun 25, 2010
*27	Jun 25, 2010		Jun 25, 2010
*28	Jun 25, 2010		Jun 25, 2010
*29	Jul 30, 2010		Jul 30, 2010
*30	Jul 30, 2010		Jul 30, 2010
*31	Jul 30, 2010		Jul 30, 2010
*32	Jul 30, 2010		Jul 30, 2010
*33	Jul 30, 2010		Jul 30, 2010
*34	Jul 30, 2010		Jul 30, 2010
*35	Jul 30, 2010		Jul 30, 2010
*36	Jul 30, 2010		Jul 30, 2010
*37	Jul 30, 2010		Jul 30, 2010
*38	Jul 30, 2010		Jul 30, 2010
*39	Jul 30, 2010		Jul 30, 2010
*40	Aug 13, 2010		Aug 13, 2010
*41	Aug 13, 2010		Aug 13, 2010
*42	Aug 13, 2010		Aug 13, 2010
*43	Aug 13, 2010		Aug 13, 2010

* Items 2-43 are contingent upon acceptance of CLIN 1

**SCHEDULE 1b (SINGLE AWARD) (BASED ON CONTRACT AWARD BY MAR 5, 2010) FIRST
PRODUCTION SET NOT REQUIRED**

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 31, 2010		Mar 31, 2010
2	Mar 31, 2010		Mar 31, 2010
3	Mar 31, 2010		Mar 31, 2010
4	Apr 30, 2010		Apr 30, 2010
5	Apr 30, 2010		Apr 30, 2010
6	Apr 30, 2010		Apr 30, 2010
7	Apr 30, 2010		Apr 30, 2010
8	Apr 30, 2010		Apr 30, 2010
9	Apr 30, 2010		Apr 30, 2010
10	Apr 30, 2010		Apr 30, 2010
11	May 28, 2010		May 28, 2010
12	May 28, 2010		May 28, 2010
13	May 28, 2010		May 28, 2010
14	May 28, 2010		May 28, 2010
15	May 28, 2010		May 28, 2010
16	May 28, 2010		May 28, 2010
17	May 28, 2010		May 28, 2010
18	May 28, 2010		May 28, 2010
19	May 28, 2010		May 28, 2010
20	Jun 25, 2010		Jun 25, 2010
21	Jun 25, 2010		Jun 25, 2010
22	Jun 25, 2010		Jun 25, 2010
23	Jun 25, 2010		Jun 25, 2010
24	Jun 25, 2010		Jun 25, 2010
25	Jun 25, 2010		Jun 25, 2010
26	Jun 25, 2010		Jun 25, 2010
27	Jun 25, 2010		Jun 25, 2010
28	Jun 25, 2010		Jun 25, 2010
29	Jun 25, 2010		Jun 25, 2010
30	Jul 30, 2010		Jul 30, 2010
31	Jul 30, 2010		Jul 30, 2010
32	Jul 30, 2010		Jul 30, 2010
33	Jul 30, 2010		Jul 30, 2010
34	Jul 30, 2010		Jul 30, 2010
35	Jul 30, 2010		Jul 30, 2010
36	Jul 30, 2010		Jul 30, 2010
37	Jul 30, 2010		Jul 30, 2010
38	Jul 30, 2010		Jul 30, 2010
39	Jul 30, 2010		Jul 30, 2010
40	Aug 13, 2010		Aug 13, 2010
41	Aug 13, 2010		Aug 13, 2010
42	Aug 13, 2010		Aug 13, 2010
43	Aug 13, 2010		Aug 13, 2010

SCHEDULE 2a (2 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010)
FIRST PRODUCTION SET REQUIRED

Group A

<u>Line</u> <u>Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 19, 2010	_____	Mar 19, 2010
*2	Apr 30, 2010	_____	Apr 30, 2010
*3	Apr 30, 2010	_____	Apr 30, 2010
*4	Apr 30, 2010	_____	Apr 30, 2010
*5	Apr 30, 2010	_____	Apr 30, 2010
*6	Apr 30, 2010	_____	Apr 30, 2010
*7	May 28, 2010	_____	May 28, 2010
*8	May 28, 2010	_____	May 28, 2010
*9	May 28, 2010	_____	May 28, 2010
*10	May 28, 2010	_____	May 28, 2010
*11	Jun 25, 2010	_____	Jun 25, 2010
*12	Jun 25, 2010	_____	Jun 25, 2010
*13	Jun 25, 2010	_____	Jun 25, 2010
*14	Jun 25, 2010	_____	Jun 25, 2010
*15	Jun 25, 2010	_____	Jun 25, 2010
*16	Jul 30, 2010	_____	Jul 30, 2010
*17	Jul 30, 2010	_____	Jul 30, 2010
*18	Jul 30, 2010	_____	Jul 30, 2010
*19	Jul 30, 2010	_____	Jul 30, 2010
*20	Aug 13, 2010	_____	Aug 13, 2010
*21	Aug 13, 2010	_____	Aug 13, 2010

* Items 2-21 are contingent upon acceptance of CLIN 1

Group B (2 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010)

<u>Line</u> <u>Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
22	Mar 19, 2010	_____	Mar 19, 2010
*23	Apr 30, 2010	_____	Apr 30, 2010
*24	Apr 30, 2010	_____	Apr 30, 2010
*25	Apr 30, 2010	_____	Apr 30, 2010
*26	Apr 30, 2010	_____	Apr 30, 2010
*27	May 28, 2010	_____	May 28, 2010
*28	May 28, 2010	_____	May 28, 2010
*29	May 28, 2010	_____	May 28, 2010
*30	May 28, 2010	_____	May 28, 2010
*31	May 28, 2010	_____	May 28, 2010
*32	Jun 25, 2010	_____	Jun 25, 2010
*33	Jun 25, 2010	_____	Jun 25, 2010
*34	Jun 25, 2010	_____	Jun 25, 2010
*35	Jun 25, 2010	_____	Jun 25, 2010
*36	Jun 25, 2010	_____	Jun 25, 2010
*37	Jul 30, 2010	_____	Jul 30, 2010

*38	Jul 30, 2010	_____	Jul 30, 2010
*39	Jul 30, 2010	_____	Jul 30, 2010
*40	Jul 30, 2010	_____	Jul 30, 2010
*41	Jul 30, 2010	_____	Jul 30, 2010
*42	Aug 13, 2010	_____	Aug 13, 2010
*43	Aug 13, 2010	_____	Aug 13, 2010

* Items 23-43 are contingent upon acceptance of CLIN 22

**SCHEDULE 2b (2 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010)
FIRST PRODUCTION SET NOT REQUIRED**

Group A

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 31, 2010	_____	Mar 31, 2010
2	Mar 31, 2010	_____	Mar 31, 2010
3	Apr 30, 2010	_____	Apr 30, 2010
4	Apr 30, 2010	_____	Apr 30, 2010
5	Apr 30, 2010	_____	Apr 30, 2010
6	Apr 30, 2010	_____	Apr 30, 2010
7	May 28, 2010	_____	May 28, 2010
8	May 28, 2010	_____	May 28, 2010
9	May 28, 2010	_____	May 28, 2010
10	May 28, 2010	_____	May 28, 2010
11	Jun 25, 2010	_____	Jun 25, 2010
12	Jun 25, 2010	_____	Jun 25, 2010
13	Jun 25, 2010	_____	Jun 25, 2010
14	Jun 25, 2010	_____	Jun 25, 2010
15	Jun 25, 2010	_____	Jun 25, 2010
16	Jul 30, 2010	_____	Jul 30, 2010
17	Jul 30, 2010	_____	Jul 30, 2010
18	Jul 30, 2010	_____	Jul 30, 2010
19	Jul 30, 2010	_____	Jul 30, 2010
20	Aug 13, 2010	_____	Aug 13, 2010
21	Aug 13, 2010	_____	Aug 13, 2010

Group B (2 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010)

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
22	Mar 31, 2010	_____	Mar 31, 2010
23	Mar 31, 2010	_____	Mar 31, 2010
24	Apr 30, 2010	_____	Apr 30, 2010
25	Apr 30, 2010	_____	Apr 30, 2010
26	Apr 30, 2010	_____	Apr 30, 2010
27	Apr 30, 2010	_____	Apr 30, 2010
28	May 28, 2010	_____	May 28, 2010
29	May 28, 2010	_____	May 28, 2010

30	May 28, 2010	_____	May 28, 2010
31	May 28, 2010	_____	May 28, 2010
32	Jun 25, 2010	_____	Jun 25, 2010
33	Jun 25, 2010	_____	Jun 25, 2010
34	Jun 25, 2010	_____	Jun 25, 2010
35	Jun 25, 2010	_____	Jun 25, 2010
36	Jun 25, 2010	_____	Jun 25, 2010
37	Jul 30, 2010	_____	Jul 30, 2010
38	Jul 30, 2010	_____	Jul 30, 2010
39	Jul 30, 2010	_____	Jul 30, 2010
40	Jul 30, 2010	_____	Jul 30, 2010
41	Jul 30, 2010	_____	Jul 30, 2010
42	Aug 13, 2010	_____	Aug 13, 2010
43	Aug 13, 2010	_____	Aug 13, 2010

SCHEDULE 3a (3 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010)
FIRST PRODUCTION SET REQUIRED

Group A

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 19, 2010	_____	Mar 19, 2010
*2	Apr 30, 2010	_____	Apr 30, 2010
*3	Apr 30, 2010	_____	Apr 30, 2010
*4	Apr 30, 2010	_____	Apr 30, 2010
*5	May 28, 2010	_____	May 28, 2010
*6	May 28, 2010	_____	May 28, 2010
*7	May 28, 2010	_____	May 28, 2010
*8	Jun 25, 2010	_____	Jun 25, 2010
*9	Jun 25, 2010	_____	Jul 25, 2010
*10	Jun 25, 2010	_____	Jun 25, 2010
*11	Jun 25, 2010	_____	Jun 25, 2010
*12	Jul 30, 2010	_____	Jul 30, 2010
*13	Jul 30, 2010	_____	Jul 30, 2010
*14	Jul 30, 2010	_____	Jul 30, 2010

* Items 2-14 are contingent upon acceptance of CLIN 1

Group B

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
15	Mar 19, 2010	_____	Mar 19, 2010
*16	Apr 30, 2010	_____	Apr 30, 2010
*17	Apr 30, 2010	_____	Apr 30, 2010
*18	Apr 30, 2010	_____	Apr 30, 2010
*19	May 28, 2010	_____	May 28, 2010
*20	May 28, 2010	_____	May 28, 2010
*21	May 28, 2010	_____	May 28, 2010
*22	Jun 25, 2010	_____	Jun 25, 2010

*23	Jun 25, 2010	_____	Jun 25, 2010
*24	Jun 25, 2010	_____	Jun 25, 2010
*25	Jun 25, 2010	_____	Jun 25, 2010
*26	Jul 30, 2010	_____	Jul 30, 2010
*27	Jul 30, 2010	_____	Jul 30, 2010
*28	Jul 30, 2010	_____	Jul 30, 2010
*29	Jul 30, 2010	_____	Jul 30, 2010

* Items 16-29 are contingent upon acceptance of CLIN 15

Group C

Line Item	Delivery Time		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
30	Mar 19, 2010	_____	Mar 19, 2010
*31	Apr 30, 2010	_____	Apr 30, 2010
*32	Apr 30, 2010	_____	Apr 30, 2010
*33	Apr 30, 2010	_____	Apr 30, 2010
*34	May 28, 2010	_____	May 28, 2010
*35	May 28, 2010	_____	May 28, 2010
*36	May 28, 2010	_____	May 28, 2010
*37	Jun 25, 2010	_____	Jun 25, 2010
*38	Jun 25, 2010	_____	Jun 25, 2010
*39	Jun 25, 2010	_____	Jun 25, 2010
*40	Jun 25, 2010	_____	Jun 25, 2010
*41	Jul 30, 2010	_____	Jul 30, 2010
*42	Jul 30, 2010	_____	Jul 30, 2010
*43	Jul 30, 2010	_____	Jul 30, 2010

* Items 31-43 are contingent upon acceptance of CLIN 30

SCHEDULE 3b (3 CONTRACT AWARDS) (BASED ON CONTRACT AWARD BY MAR 5, 2010) FIRST PRODUCTION SET NOT REQUIRED

Group A

Line Item	Delivery Time		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
1	Mar 31, 2010	_____	Mar 31, 2010
2	Mar 31, 2010	_____	Mar 31, 2010
3	Apr 30, 2010	_____	Apr 30, 2010
4	Apr 30, 2010	_____	Apr 30, 2010
5	Apr 30, 2010	_____	Apr 30, 2010
6	May 28, 2010	_____	May 28, 2010
7	May 28, 2010	_____	May 28, 2010
8	May 28, 2010	_____	May 28, 2010
9	Jun 25, 2010	_____	Jul 25, 2010
10	Jun 25, 2010	_____	Jun 25, 2010
11	Jun 25, 2010	_____	Jun 25, 2010
12	Jul 30, 2010	_____	Jul 30, 2010
13	Jul 30, 2010	_____	Jul 30, 2010
14	Jul 30, 2010	_____	Jul 30, 2010

Group B

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
15	Mar 31, 2010	_____	Mar 31, 2010
16	Mar 31, 2010	_____	Mar 31, 2010
17	Apr 30, 2010	_____	Apr 30, 2010
18	Apr 30, 2010	_____	Apr 30, 2010
19	Apr 30, 2010	_____	Apr 30, 2010
20	May 28, 2010	_____	May 28, 2010
21	May 28, 2010	_____	May 28, 2010
22	May 28, 2010	_____	May 28, 2010
23	Jun 25, 2010	_____	Jun 25, 2010
24	Jun 25, 2010	_____	Jun 25, 2010
25	Jun 25, 2010	_____	Jun 25, 2010
26	Jul 25, 2010	_____	Jul 30, 2010
27	Jul 30, 2010	_____	Jul 30, 2010
28	Jul 30, 2010	_____	Jul 30, 2010
29	Jul 30, 2010	_____	Jul 30, 2010

Group C

<u>Line Item</u>	<u>Delivery Time</u>		
	<u>Desired</u>	<u>Proposed</u>	<u>Required</u>
30	Mar 31, 2010	_____	Mar 31, 2010
31	Mar 31, 2010	_____	Mar 31, 2010
32	Apr 30, 2010	_____	Apr 30, 2010
33	Apr 30, 2010	_____	Apr 30, 2010
34	Apr 30, 2010	_____	Apr 30, 2010
35	May 28, 2010	_____	May 28, 2010
36	May 28, 2010	_____	May 28, 2010
37	May 28, 2010	_____	May 28, 2010
38	Jun 25, 2010	_____	Jun 25, 2010
39	Jun 25, 2010	_____	Jun 25, 2010
40	Jun 25, 2010	_____	Jun 25, 2010
41	Jul 30, 2010	_____	Jul 30, 2010
42	Jul 30, 2010	_____	Jul 30, 2010
43	Jul 30, 2010	_____	Jul 30, 2010

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth above, they are to enter in the "Proposed" column the delivery schedule they are prepared to meet. Specifically, should the Government determine such proposed delivery schedule to be unacceptable the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in columns above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) in columns will apply.

(c) It is assumed that Order(s) issued under this contract will be received by the contractor in at least 10 calendar days after issuance by the Government. Accordingly, the delivery time for delivery orders issued hereunder will be increased to reflect the assumed transmission time.

F.3 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is from the date of contract award through August 31, 2010.

F.4 ACCELERATED DELIVERY (JAN 1997)

CLA.1817

Any Schedule for delivery or performance may be expedited at the contractor's option, if without additional expense to the Government.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

3.0.1-24 NOTICE OF DELAY (FEBRUARY 2009)

3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

3.11-34 F.O.B. DESTINATION (APR 1999)

PART I - SECTION G CONTRACT ADMINISTRATION DATA

G.1 INVOICING PROCEDURES - GENERAL (JANUARY 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

- (1) The original to:
 - FAA, Mike Monroney Aeronautical Center
 - Financial Operations Division (AMZ-100)
 - P.O. Box 25710
 - Oklahoma City, OK 73125-4913
- (2) Two copies to:
 - FAA, Mike Monroney Aeronautical Center
 - Contract Management Team (AMQ-240)
 - P.O. Box 25082
 - Oklahoma City, OK 73125
- (3) Two copies to:
 - FAA, Mike Monroney Aeronautical Center
 - Information Systems Group (AML-4010)
 - Attn: Deanna Calvert
 - P.O. Box 25082
 - Oklahoma City, OK 73125
- (b) Each invoice shall highlight the following information:
 - (1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.2 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)

CLA.4529

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

G.3 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER (MMAC) (JAN 2002)

CLA 4550

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JAN 2008)

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.2 RELATIONSHIP BETWEEN FAA, CONTRACTOR AND CONTRACTOR EMPLOYEES

(a) The FAA and the contractor understand and agree that the services to be delivered under this contract by the contractor to the FAA are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exists or will exist between the FAA and the contractor and/or between the FAA and the contractor's employees. The contractor personnel shall be responsible solely to the contractor, which in turn, shall be responsible to the FAA.

(b) The FAA shall not exercise any supervision or control over contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a federal officer, either military or civilian, in connection with performance of work under this contract. Likewise, contractor personnel shall not be placed in positions of command, supervision, administration, or control of federal officers, or personnel of other prime contractors, or become an integrated part of the FAA organization in connection with performance of work under this contract.

(c) The contractor shall be responsible for selecting personnel who are qualified to perform the required services or supervision necessary for work and for keeping them informed of all improvements, changes, and methods of operation.

(d) Rules, regulations, directives, and requirements issued during the contract term by appropriate governmental authority shall be applicable to all contractor personnel or representatives who enter the Aeronautical Center. This requirement shall not be construed or interpreted to establish any degree of government control which is inconsistent with a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the Aeronautical Center does not violate these requirements.

(e) The services to be performed under this contract shall not require the contractor or employees to exercise personal judgment and discretion on behalf of the FAA.

(f) The contractor and its personnel shall not be considered employees of the federal government and shall not be eligible, by virtue of performance of work under this contract, for payment by the FAA of entitlements and benefits accorded federal employees.

(g) The entire consideration to the contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

H.6 SPLIT AWARD

The FAA anticipates that a Split Award to no more than three vendors will be made for this acquisition.

At the time of contract award, it is anticipated that each awardee will be required to submit the first item listed in the Schedule B that was awarded to the given awardee (hereafter referred to as First Production Set). The delivery schedule for the First Production Set shall be as specified in contract provision F.1, Delivery Schedule. At time of delivery, First Production Sets shall be sent to the Government at **Federal Aviation Administration, TSF Bldg, AML-4040; Work Center 441, 7100 S. MacArthur Blvd, Oklahoma City, OK 73125** for testing to ensure that the item meets all of the contractual requirements. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the First Production Set must meet and the acceptance testing requirements are specified in the Statement of Work.

Within 25 calendar days after the Government receives the First Production Set, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the First Production Set. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

The Government may waive the requirement for a First Production Set where supplies and services identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver and should provide complete document to support any waiver request at the time of proposal submittal.

Potential awardees are hereby advised that the funding for this acquisition must be completely expended by September 17, 2010. In order to expense funds by September 17, 2010, all work must be performed in total, accepted, invoiced and payment made. Potential awardees are hereby advised that the Government is under no obligation to pay for supplies and services that are not expensed prior to September 17, 2010.

Potential awardees are hereby advised that should an awardees First Production Set fail the testing requirements, due to the need to expense funds by September 17, 2010, awardees will not be given an additional opportunity to resubmit a new or revised First Production Set. Potential awardees are also advised that should an awardee fail the First Production Set testing requirements, the Government is under no obligation to purchase remaining contract line items listed in the award schedule and reserves the right to purchase the remaining contract line items from other vendors that successfully met the First Production Set testing requirements as a result of the Split Award.

Before First Production Set approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract is at the sole risk of the Contractor. Before First Production Set approval, the costs thereof shall not be allocable to this contract for

(1) payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

If the Government urgently requires delivery of any item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

H.7 ENVIRONMENTAL, SAFETY AND HEALTH (JULY 2008)

CLA.0090

(a) The Contractor shall ensure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees receive appropriate and required training for safety, health, environmental, and equipment operations. In fulfilling these requirements, the Contractor shall comply with:

(1) Applicable Federal, State, and local environmental and safety requirements. This includes, but is not limited to, requirements contained in the U.S. Code of Federal Regulations (e.g. 29 CFR, 42 CFR, and 40 CFR) and/or requirements issued by the Oklahoma Department of Environmental Quality and the Oklahoma Corporation Commission.

(2) Supplemental Federal and FAA environmental, safety and health requirements contained in Executive Orders, FAA, and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by the FAA include those sponsored by the National Fire Protection Association (NFPA), the American National Standards Institute (ANSI), the American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive.

(3) The MMAC Environmental Policy which states:

"The Mike Monroney Aeronautical Center is fully committed to the Administrator's Environmental Management Policy to achieve and maintain excellence and leadership in protecting the environment, and the health and safety of its employees and neighbors. In keeping with this commitment, we will accomplish our mission in a manner that will minimize environmental consequences. All organizations at the

Aeronautical Center are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:

- *Ensure compliance with all applicable environmental requirements*
- *Minimize pollution and waste*
- *Conserve natural resources*
- *Continually improve environmental performance*

Aeronautical Center personnel shall be committed to this policy by providing products and services in a manner that demonstrates our good stewardship of the environment."

(4) The requirements of the MMAC Environmental Management System (EMS) which is modeled after the specifications found in the International Standard for Environmental Management, ISO 14001 (2004). The MMAC EMS requires that all contractors that provide goods and services that can affect MMAC's environmental programs shall, prior to start of performance of work under this contract:

(i) Ensure that all employees supporting the contract work activities are:

- Aware of the MMAC Environmental Policy as set forth in paragraph (a)(3) above;
- Aware of and conform with the Operational Control documents referenced as attachments in Section J of this contract;
- Competent to perform assigned job functions and maintain appropriate records of training or equivalent experience as identified in the above referenced Operational Control documents. Such records shall be made available to the CO or COTR upon request.

(ii) Ensure that employees requiring unescorted access to the site have received the MMAC EMS Employee Awareness and MMAC General Employee Training. This training is available on-line at:

https://employees.faa.gov/employee_services/regcent_services/mmac/amp/env/mgt_system/.

(iii) Complete and sign the "Certification of Contractor Conformance to the MMAC EMS" included in Section K of this contract. Contractor's signature of this certification certifies that the contractor has verified that all MMAC EMS requirements have been or will be met and that work performed hereunder shall be in conformance with the MMAC EMS. Submission of this certification is a prerequisite for contract award.

(5) The MMAC Occupational Health and Safety (OHS) Policy which states:

"The Mike Monroney Aeronautical Center is dedicated to excellence and leadership in protecting the environment and the health and safety of our employees and neighbors. It is our policy to ensure that employees, students and visitors are provided with workplaces that are free from recognized hazards that may cause serious illness or injury. In keeping with this commitment; we will implement, maintain and continually improve our health and safety performance by utilizing a comprehensive Occupational Health and Safety Management System which:

- *Ensures compliance with all applicable occupational safety and health requirements*
- *Identifies hazards, assesses risks and implements controls*
- *Prevents injury and illness*
- *Establishes health and safety objectives*

Aeronautical Center personnel demonstrate their commitment to this policy by providing products and services in a manner that ensures a healthy and safe work environment for employees, students and visitors."

(b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce as specified in 29 CFR 1904. The report shall be submitted to the Contracting Officer **not later than November 30 of each year** and contain the following information (Note: the following references to fiscal year refer to the Governmental fiscal year, October 1 through September 30):

- (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA recordable cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;

(3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.

(c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(d) If the Contractor fails or refuses to promptly comply with any environmental, safety or health requirements stated in this Clause, the Contracting Officer (CO) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the CO may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the CO. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the CO to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment and corresponding training, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall comply with applicable industry standards.

(f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause. (End of Clause)

H.8 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JANUARY 1997)

CLA.1051

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.10 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis

at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.11 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APRIL 1998) CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.12 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006) CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.13 PERSONNEL AND SUPERVISION (OCTOBER 2006) CLA.4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

**H.14 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION
OF THE CONTRACT WORK (SEPTEMBER 2006)****CLA.4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

**PART II - SECTION I
CONTRACT CLAUSES****I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JANUARY 1997)****CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997)**CLA.3212**

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 calendar days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, Contract Management Division, AMQ-340
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes

3.1.7-6 DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS (OCTOBER 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

- (1) The names of all Subject Individuals who:
 - (i) participated in preparation of proposals for award; or
 - (ii) are planned to be used during performance; or
 - (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.2.2.3-39 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION -- MODIFICATIONS (JULY 2004)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or
(2) For information other than current cost or pricing data (CPD), a request for an exception to CCCPD. You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;
(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable discounts;

(C). The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

(End of certificate)

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the

Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make

payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format

and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.6.1-7 LIMITATIONS ON SUBCONTRACTING (JULY 2008)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

- (a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the prime contractor.
- (b) Supplies (other than procurements from a regular dealer in such supplies). The prime contractor shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (c) General construction. The prime contractor shall perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (d) Construction by special trade contractors. The prime contractor shall perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

Compute small business subcontracting labor cost percentages as follows:

Contractor Subcontractor

Direct Labor \$ _____ \$ _____

Allowable Overhead _____

Subtotal (A) _____ (B) _____

Labor G&A @ _____ % _____

Total Labor Costs (C) _____ (D) _____

To calculate the subcontracting percentage, first add Direct Labor and Allowable Overhead and enter the figures for the contractor in space (A) and for the subcontractor (if available)* in space (B).

Next, calculate Labor G & A by multiplying the G & A rate by the subtotal figure in space (A). Calculate subcontractor Labor G & A by multiplying the subcontractor's G & A rate by figure (B). Add the Labor G & A to the Subtotal and record that figure in the spaces for Total Labor Costs (C) and (D).

Now, using the formula $(D)/(C) + (D)$, calculate the subcontracting labor cost percentage.

*You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractor's costs, use it in the formulation above. If you do not have a breakdown of the subcontractors' costs, you should use the Total Subcontracting Amount for item (D), though you should still breakdown the contractor's costs.

3.6.2-37 NOTIFICATION OF EMPLOYEES' RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in

notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)

(a) Definitions:

"Coercion," as used in this clause, means:

- (i) Threats of serious harm to or physical restraint against any person;
- (ii) Any Scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (iii) The abuse or threatened abuse of the legal process.

"Commercial sex Act," as used in this clause, means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage," as used in this clause, means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee," as used in this clause, means an employee of a contractor or subcontractor directly engaged in the performance of work under a FAA contract.

"Involuntary servitude," as used in this clause, means a condition of servitude induced by means of:

- (i) Any scheme, plan, or pattern intended to cause a person to believe that if the person did not enter into or continue in such conditions, that person or another person would suffer harm or physical restraint; or
- (ii) The abuse or threatened abuse of the legal process.

"Severe trafficking of persons," as used in this clause, means:

- (i) Sex trafficking in which a commercial sex act is induced by force, fraud, coercion, or in which the person induced has not attained 18 years of age; or
- (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through force, fraud, or coercion for the purpose of involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking," as used in this clause, means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) The contractor will establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking of persons, procurement of sexual acts, or use forced labor in the performance of this contract.

(c) The contractor will take action to ensure that all contractor and subcontractor employees are aware of laws, regulations, and policies, to include actions taken by the contractor if violated, regarding severe forms of trafficking of persons, procurement of sexual acts, or use of forced labor.

(d) The contractor must notify the contracting officer of:

- (1) Any information it receives that alleges an employee or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against the employee or subcontractor employee.

(e) In addition to other remedies available to the FAA, the contractor's failure to comply with the requirements of this clause may render the contractor subject to:

(1) Required removal of a contractor or subcontractor employee from the performance of the contract;

(2) Suspension of contract payments;

(3) Loss of award fee for the period of noncompliance;

(4) Termination for default; or

(5) Suspension or debarment.

(f) The contractor must include the substance of this clause in all subcontracts for performance of work under a FAA contract.

3.14-3 FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (APRIL 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DEC 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)

3.2.2.3-8 AUDIT AND RECORDS (JULY 2004)

3.2.2.3-33 ORDER OF PRECEDENCE (JULY 2004)

3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 1996)

3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)

3.2.2.8-1 MATERIAL REQUIREMENTS (APRIL 2009)

3.2.5-1 OFFICIALS NOT TO BENEFIT (APR 1996)

3.2.5-3 GRATUITIES OR GIFTS (JAN 1999)

3.2.5-4 CONTINGENT FEES (OCT 1996)

3.2.5-5 ANTI-KICKBACK PROCEDURES (OCT 1996)

3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APR 1996)

- 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1999)
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APR 1996)
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APR 1996)
- 3.3.1-8 ESTRAS (APRIL 1996)
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APR 1996)
- 3.3.1-17 PROMPT PAYMENT (JAN 2003)
- 3.3.2-1 FAA COST PRINCIPLES (OCT 1996)
- 3.3.2-2 REIMBURSEMENT FOR TRAVEL AND SUBSISTENCE (OCT 2009)
- 3.4.1-10 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JULY 1996)
- 3.4.2-6 TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)
- 3.4.2-8 FEDERAL, STATE AND LOCAL TAXES – FIXED PRICE CONTRACT (APRIL 1996)
- 3.5-1 AUTHORIZATION AND CONSENT (JANUARY 2009)
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
- 3.5-13 RIGHTS IN DATA – GENERAL (JANUARY 2009)
- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (SEP 2001)
- 3.6.1-4 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (APRIL 2007)
- 3.6.2-2 CONVICT LABOR (APR 1996)
- 3.6.2-9 EQUAL OPPORTUNITY (AUG 1998)
- 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 2007)
- 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 2000)
- 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF VIETNAM ERA (APR 2007)
- 3.6.2-35 PREVENTION OF SEXUAL HARRASSMENT (AUGUST 1998)
- 3.6.2-37 NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (APRIL 2007)
- 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)
- 3.6.3-11 TOXIC CHEMICAL RELEASE REPORTING (APRIL 2008)
- 3.6.3-16 DRUG FREE WORKPLACE (JAN 2004)
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JUL 1996)
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (APR 1996)
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (JAN 1999)
- 3.7.1 PRIVACY ACT NOTIFICATION (OCTOBER 1996)
- 3.7.2 PRIVACY ACT (OCTOBER 1996)
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APRIL 1996)
- 3.9.1-1 CONTRACT DISPUTES (NOV 2002)
- 3.9.1.2 PROTEST AFTER AWARD (AUGUST 1997)
- 3.10.1-7 BANKRUPTCY (APR 1996)
- 3.10.1-12 CHANGES--FIXED-PRICE (APR 1996)
- 3.10.1-12 ALTERNATE I (APRIL 1996)
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (JAN 2003)

- 3.10.2-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1996)
- 3.10.3-1 DEFINITIONS (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE (APRIL 2004)
- 3.10.3-2 GOVERNMENT PROPERTY-BASIC CLAUSE/ALTERNATE I (APRIL 2004)
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCT 1996)
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCT 1996)
- 3.10.6-7 EXCUSABLE DELAYS (OCTOBER 1996)
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (JANUARY 1999)

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1.	Statement of Work, Teredyne Test Station 8x Test Program Set Development	Jan 13, 2010	10

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA.0126

(a) The North American Industry Classification System (NAICS) code for this acquisition is 334515.

(b) The small business size standard is 500 employees.

(c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEP 2006) CLA.0127

(a) The offeror certifies that the products/services offered are products/services of a process that is ☐ ISO 9001:2000 certified (certified offer), ☐ ISO 9001:2000 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999) CLA.4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.4 CERTIFICATION OF CONTRACTOR CONFORMANCE TO THE MMAC ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) (JULY 2008) CLA.4560

By signature below the offeror certifies that the requirements of the Mike Monroney Aeronautical Center (MMAC) EMS have been met and that the work performed hereunder shall be in conformance with the MMAC EMS as required by Clause 0090, Environmental, Safety, and Health Program.

Authorized Representative: _____

Company Name: _____

Date: _____

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 60 calendar days [the CO should insert the number of days].
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: 120 calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
- (2) Any longer acceptance period stated in paragraph (d) of this provision.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____

(country)

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JUL 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the

Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FEBRUARY 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent

Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records

in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APR 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.2-38 CERTIFICATION OF KNOWLEDGE REGARDING CHILD LABOR END PRODUCTS (JULY 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from

the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product Listed Countries of Origin

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

3.6.3-10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 1998)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JUL 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.6.2-5	CERTIFICATION OF NONSEGREGATED FACILITIES	APR 1996
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FEDERAL AVIATION ADMINISTRATION
BUSINESS DECLARATION

1. Name of Firm: _____
2. Address of Firm: _____

3. Telephone Number of Firm: _____
 Facsimile Number of Firm: _____
4. (a) Name of Person Making Declaration: _____
 (b) Telephone Number of Person Making Declaration: _____
 (c) Position Held In The Company: _____
5. Controlling Interest In Company (☒ All Appropriate Boxes)
☐ Black American ☐ Hispanic American ☐ Native American ☐ Asian American
☐ Female-Non Minority ☐ Male-Non Minority ☐ Female ☐ Male
☐ 8(a) Certified (Certification Letter Attached)
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ Yes ☐ No

If No, provide the name and telephone number of the person who has this authority:

7. Nature of Business—Specify major services/products.

8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____
9. Type of Ownership: ☐ Sole Ownership ☐ Partnership ☐ Other/Explain Below: _____
10. Gross receipts of the firm for the last three years: Year Ending _____ Gross Receipts \$ _____
 Year Ending _____ Gross Receipts \$ _____ Year Ending _____ Gross Receipts \$ _____
11. Tax Identification Number (TIN)/Employer Identification Number (EIN)/Social Security Number (SSN) Data Universal Numbering System (DUNS): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

12. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____
(Name of Business)
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____ Date: _____

Name/Title: _____

PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This document is a competitive Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing Performance Price Trade-Off procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The Procurement Contracting Officer (PCO), is the **sole** point of contact for this acquisition. Address any questions or concerns that you may have to the PCO. Written requests for clarification may be sent to the PCO at the address located on the front page of the SIR/RFP.

(c) *Performance Price Trade-Off (PPT)* source selection procedures will be conducted for this acquisition. PPT allows tradeoffs between cost/price and past performance for technically acceptable proposals; therefore tradeoffs on the basis of technical merit will not occur.

(d) The selection will be determined from FAA review of each volume and evaluation of the representations submitted by each offeror. The offeror must submit the proposal volumes in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA review and evaluation shall be conducted in accordance with the evaluation criteria in Section M. The source selection will be based on factors that are considered to be "Best Value to the FAA" while utilizing PPT source selection procedures.

(e) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) In accordance with AMS 3.2.2.3.1.4, offerors who participated in the competitive process will be given three working days from receipt of the award notification to request a debriefing. Written requests for debriefing shall be timely and be provided to the PCO.

(g) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal, as received, without discussion.

L.2 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/Request For Offer (RFO) and are required to be submitted in the format outlined below.

(b) General proposals submitted in response to this SIR/RFO shall be formatted in accordance with the instructions provided in this section. Vendors shall furnish proposals via mail service only. No facsimile proposals or electronic mail proposals will be accepted.

Table 1. Proposal Organization

Volume 1 – Solicitation, Offer, and Award Documents

Hard Copy: 1 hard copy

Volume 2 - Technical Proposal

Hard Copy: 2 hard copies

Volume 3 – Cost/Price Proposal

Hard Copy: 1 hard copy

Volume 4 - Past Performance

Hard Copy: 2 hard copies

(c) Common items for each volume are:

- (1) Volume/page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (2) Volumes shall be marked "Procurement Sensitive." A cover sheet may be used for each volume the offeror deems competitive sensitive along with the designation of the applicable page(s).
- (3) Formatting shall allow proposal to be printed on standard 8 1/2 x 11 paper; minimum 1 inch margins, left, right, top and bottom; single-sided and single-spaced printing only, with text font size no less than 11, in Arial or Times New Roman.

No reference shall be made to cost/price in Volume 2 and Volume 4. Pricing Data must only be included in Volume 1 & 3 of the Proposal.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the limit stated for each volume below will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

VOLUME 1 – SOLICITATION, OFFER, AND AWARD DOCUMENTS

This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror and include all data completed in the various clauses throughout this SIR by the offeror -

Section A (Formerly SF 33) - Blocks 12, 14, 15, 16, 17, and 18. Signature by the offeror in Block 17 constitutes and offer, which the Government may accept. The "original" copy should be clearly marked under separate cover and should be provided without any punched holes.

Section B - Complete pricing information for all CLINs

Section K - Complete Representations, Certifications, and other Statements of Offerors

Business Declaration (Attachment 3).

Completion of these documents indicates that the Offeror has read and agreed to the terms and conditions contained in SIR Sections A through K.

VOLUME 2 – TECHNICAL PROPOSAL

The technical proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. This proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation on the information presented in the offeror's proposal. The technical proposal shall be organized according to the following general outline:

Question 1 and Response
 Question 2 and Response
 Question 3 and Response
 Question 4 and Response
 Question 5 and Response
 Question 6 and Response

The technical volume will be limited to 20 pages. The 20 page limit does not apply to Title pages, exhibits, resumes, or quality plan, or does it apply to the preparation of Volume 3 or Volume 4.

VOLUME 3 - COST/PRICE PROPOSAL

The offerors' Cost/Price Proposal shall not be page limited. At a minimum the Cost/Price Proposal shall include the following information:

- (a) Authorized Individuals - The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contact and negotiation authority for this proposal.
- (b) Assumptions - The offeror shall describe any assumptions used to develop the proposed prices
- (c) Pricing Table - The offeror shall complete the pricing table in Section B of the SIR by inserting unit prices for all contract line item numbers. Each offeror shall provide contract line item pricing based on total price for each line item. Each offeror shall provide cost information in sufficient detail to determine price realism. The information should be summarized and be traceable to each CLIN. The Government evaluators, if necessary throughout the course of evaluations, may require additional cost information.

Offerors are requested to submit with their offer in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.)

VOLUME 4 –PAST PERFORMANCE

(Note: Experience simply means an offeror has “done it.” Past performance represents “how well” an offeror accomplished the effort. Of additional importance is that past performance and experience must be current and relevant as well as comparable in scope and magnitude to that described in the SOW.)

- (a) Experience: The offeror shall submit a list of at least three, but no more than five, relevant past and/or present contracts performed for Federal, State, Local Governments or commercial sources within the past five (5) years, involving effort of same or similar complexity, magnitude, and level. This information may include data or efforts performed by other divisions, corporate management, or critical subcontractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort. Information submitted shall include the information in the paragraphs below:
 - 1. Administrative Data:
 - a. Offeror's company/division name
 - b. Program title, if applicable
 - c. Contracting agency/private company
 - d. Contract number
 - e. Brief description of the contract effort and description of how the contract is directly relevant to the proposed effort
 - f. Type of contract – Fixed Price, Time and materials, etc., and dollar amount of the contract, including modifications
 - g. Period of performance
 - h. Identify any contract discrepancy reports issued against the contract and how they were resolved
 - i. Name, address, telephone number, **and email address** of the government program manager, ACO, or PCO (if a government effort), or the contract manager or other point of contact of the referenced effort
 - 2. Specific Content: Offerors are required to explain what aspects of the contracts identified are deemed relevant to the proposed effort, and may include a discussion of significant achievement or

explain past efforts to identify and manage problems. Offerors may include any information not previously covered that will enhance the evaluator's understanding of the proposed operation and qualifications.

3. Offerors are encouraged to provide points of contacts for the relevant contracts who are willing to complete and return a past performance questionnaire that may be issued by the Government. Additionally, offerors are advised that the government reserves the right to obtain information about other contracts not mentioned in the offeror's proposal, but which are believed to be similar to the proposed effort. The Government **intends** to use the POCs as references to validate the accuracy of the past performance write-ups.

OFFEROR'S WITHOUT A RECORD OF RELEVANT EXPERIENCE/PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE AND, AS A RESULT, WILL RECEIVE A "NEUTRAL/UNKNOWN CONFIDENCE" RATING FOR THE PAST PERFORMANCE FACTOR.

L.3 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

L.4 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each offeror shall be considered
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this SIR/RFO which demonstrate an understanding of the scope of this requirement.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.5 EXCEPTION TO SOLICITATION TERMS AND CONDITIONS

You must state in your proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, you shall identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government will consider exceptions and its relevance to the solicitation and your proposals, and reserves the right to include such consideration in making "best value" decisions.

L.6 SOURCE SELECTION

The government intends to use *Performance Price Trade-Off (PPT)* source selection procedures to determine the proposal that represents the "best value to the FAA." Each timely and complete submittal will be reviewed and assessed to determine the offer that is considered to represent the appropriate balance of the technical representations (capability), price (realism), and past performance. *The FAA intends to use the past performance references to validate the accuracy of the past performance history for risk assessment.*

L.7 TECHNICAL FACTORS

The technical proposal should be specific and complete. Legibility, clarity and coherence are very important. Your responses to the factors will be evaluated in accordance with Section M of this SIR. All the requirements specified in the solicitation are mandatory. By your proposal submission, you are presenting that your firm will perform all the requirements specified in the SIR. It is not necessary or desirable for you to tell us so in the proposal. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation.

Question 1:

Please explain your company's technical approach, to include staffing plan, for meeting the Government's required delivery schedule (to include delivery schedules in support of Single and Split Contract Awards).

Question 2:

List the number of Genrad 228X in-circuit test programs your Company develops each year.

Question 3:

List your Company's average development time for a Genrad 228X in-circuit test program.

Question 4:

List the number of custom Genrad 228X in-circuit test vector models your Company has developed.

Question 5:

From the following list, approximate how many of each type of Genrad 228X in-circuit test models your Company has developed.

- ☐ Digital Vector Models.
- ☐ Analog Component Models
- ☐ Hybrid Component Models.
- ☐ Boundary Scan/Vectorless Models.

Question 6:

From the following list, check what portion of the Genrad 228X in-circuit test program development your Company subcontracts (Check all that apply).

- ☐ Test software generation and development
- ☐ Test fixture build.
- ☐ Test model development.
- ☐ Circuit Card XY digitizing.
- ☐ None of the above.
- ☐ All of the above.

L.8 PRICE INFORMATION

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit SF 1411 Certified Cost or Pricing data to support the cost/price. At the time of proposal due date, the offeror is required to provide the pricing data detailed at L.2 as this is part of the best value evaluation process. If after receipt of offers it is determined that adequate price competition does not exist, certified, detailed, cost or pricing data will be required.

(b) Notwithstanding the existence of adequate price competition, the FAA may request additional detailed cost or pricing data to ensure the reasonableness of an Offeror's proposed price(s).

(c) If additional cost and pricing data is required, the offeror shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.

L.9 PAST PERFORMANCE

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.10 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors' will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.11 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS

(JAN 1997)

CLA.4533

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.12 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS

(AUGUST 2006)

CLA.4538

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

L.13 PREVENTION OF OTHER FORMS OF HARASSMENT (MAY 2002)

CLA.4551

(a) 'Harassment', as used in this clause, means any verbal, written, graphic, or physical form of harassment or other misconduct that creates or that may reasonably be expected to create an intimidating, hostile, or offensive work environment based on race, color, religion, gender, sexual orientation, national origin, age, or disability.

(b) It is FAA policy that harassment as defined in paragraph (a) above will not be tolerated or condoned in the FAA workplace. It is also FAA's intent to effectively address inappropriate conduct.

(c) The Contractor agrees to support this policy in performing work under this contract, and that harassment in any form will not be tolerated in the FAA workplace.

(d) If the Contractor, or a subcontractor of any tier, subcontracts any portion of the work under this contract, each such subcontract shall include this provision.

(e) The Contractor shall take whatever corrective action it deems necessary to promptly address harassment in the FAA workplace, or on an FAA site. The Contractor agrees to immediately provide the Contracting Officer all relevant information pertaining to any such conduct, and notify him/her of its planned action.

(f) The Contracting Officer may require the Contractor to remove employee(s) from the FAA worksite that the Contracting Officer deems to have engaged in harassment as defined in paragraph (a) above.

(g) Any FAA action under subsection (f) above does not relieve the Contractor of its liability or obligations under the Civil Rights Act of 1964, or any other applicable law or regulation.

L.14 SUBCONTRACTING PLAN (SEP 2007)

CLA.4559

In accordance with the AMS Clause 3.6.1-4, Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan, Contractors are reminded that a subcontracting plan may be required. Within 10 days of the Contracting Officer's request, Contractor's must submit a plan that must include, at a minimum, the information found at 3.6.1-4(d).

AMS 3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates split awards of an Firm Fixed Price contract resulting from this Screening Information Request.

AMS 3.9.1-3 PROTEST

NOVEMBER 2002

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offeror's initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

- (1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.
- (2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.
- (3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:
- (i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or
- (ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.
- (f) Protests shall be filed at:
- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or
- (2) other address as specified in 14 CFR Part 17.
- (g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).
- (h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

AMS 3.13-4 Contractor Identification Number—Data Universal Numbering System(DUNS) Number

April 2006

Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

- (b) Contractor identification is essential for receiving payment and complying with statutory contract reporting

requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DECEMBER 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4	ORGANIZATIONAL CONFLICT OF INTEREST SIR PROVISION – SHORT FORM	MARCH 2006
3.2.2.3-1	FALSE STATEMENTS IN OFFERS	JULY 2004
3.2.2.3-6	SUBMITTALS IN THE ENGLISH LANGUAGE	JULY 2004
3.2.2.3-7	SUBMITTALS IN U.S. CURRENCY	JULY 2004
3.2.2.3-11	UNNECESSARILY ELABORATE SUBMITTALS	JULY 2004
3.2.2.3-12	AMENDMENTS TO SCREENING INFORMATION REQUESTS (SIR)	JULY 2004
3.2.2.3-13	SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS	JULY 2004
3.2.2.3-16	RESTRICTION ON DISCLOSURE AND USE OF DATA	APRIL 1996
3.2.2.3-17	PREPARING OF OFFERS	JULY 2004
3.2.2.3-18	PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS	JULY 2004
3.2.2.3-19	CONTRACT AWARD	JULY 2004
3.3.1-30	PROGRESS PAYMENTS NOT INCLUDED	NOVEMBER 1997

PART I - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

This acquisition will utilize the Performance Price Tradeoff (PPT) source selection procedures with technical proposal to make an integrated assessment for a best value award decision. Tradeoffs will be made only between price and past performance among those offerors who have been determined technically acceptable. Award will be made to the offeror who is deemed responsible in accordance with the Acquisition Management System (AMS) Part 3.2.2.2 whose proposal conforms to the SIRs requirements (to include all stated terms, conditions, representations, certifications and all other information required by Section L of this SIR) and is judged, based on the evaluation factors to represent the best value to the Government. The Government seeks to award to the offeror who gives the FAA the greatest confidence that it will best meet the requirements affordably. In the integrated trade-off assessment, past performance will be considered to be *significantly more important* than the price/cost which will be secondary. This may result in an award to a higher rated, higher priced offeror, where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) reasonably determines that superior past performance of the higher price offeror outweighs the cost difference. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and, therefore, professional judgment is implicit throughout the entire process.

(a) If any portion of the work is to be performed by a subcontractor, offerors must include in their technical proposal supporting documentation describing each subcontractor's qualifications and detailed pricing information to support the subcontractor costs.

(b) The Government intends to select at least one contractor and may split the award to no more than three contractors for this acquisition. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and the prices submitted and the availability of funds.

(c) The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

(d) The Government will consider, throughout the evaluation, the "correction potential" of any proposal uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of any offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

EVALUATION FACTORS

Award will be made to the offeror proposing the combination of the most advantageous to the Government based upon an integrated assessment of the evaluation factors described below:

Factor 1: Technical

Factor 2: Past Performance

Factor 3: Price/Cost

In PPT, technical acceptability is a prerequisite to the trade off between cost/price and past performance. The previously stated Order of Importance is provided to explain how the other factors will be traded off on technically acceptable proposals.

(e) Price/cost proposals will not be rated or scored, but evaluated on the basis of completeness, reasonableness, and realism.

(f) The offer that provides the overall “best value” to the government will be selected. Therefore, the successful offer may not necessarily be the lowest priced offer. Factor 2, Past Performance is significantly more important than Factor 3, Cost/Price; however, the price may become relatively more important if the difference in past performance ratings and cost is minimal.

(g) Because several proposals are anticipated, uniformity of proposals is essential to ensure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the SIR. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion. Any offer found to be grossly deficient will be eliminated before detailed rating of the offer (i.e., the offer does not represent a reasonable effort to address all elements of the SIR, SOW, and specification which would clearly demonstrate that the offeror does not understand the requirements of the SIR, SOW, and specification and would require an extensive rewrite before it could be considered acceptable for evaluation).

(h) Additional information may be requested from offerors whose proposals the government considers reasonably susceptible to being made acceptable. The information may clarify or supplement, but not basically change the offer as submitted. For the purpose of clarifying or supplementing, the government may discuss any such offer with its submitter. In addition, the government reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Discussions with one or more offerors do not require discussions with all offerors. Offerors are cautioned not to minimize the importance of a detailed response in any area because of its order of importance, or due to its lack of a scoring feature.

M.2 TECHNICAL EVALUATION

Each offer will be determined technically acceptable if deemed compliant with expressed requirements. Failure to meet the expressed requirements may render the offer technically unacceptable.

Each factor within the technical evaluation will receive one of the ratings described below. An unacceptable factor assessment will determine an overall technical unacceptable rating.

Acceptable – The proposal meets specified minimum requirements necessary for acceptable contract performance.

Reasonable susceptible to being made acceptable – The proposal does not clearly meet some specified minimum requirements necessary for acceptable contract performance, but there is reason to believe that through minor revisions, an acceptable proposal could result. For award without discussions, these proposal are considered “unacceptable.”

Unacceptable – The proposal fails to meet specified minimum requirements necessary for contract performance. Proposals with an unacceptable rating are not awardable.

M.3 PRICE ANALYSIS

(a) The FAA is considering the award of multiple contracts for the following effort; however, the FAA also reserves the right to make a single contract award. In the event that split awards are made (whether two contract or three contract awards) potential offerors are required to submit a proposal for a single contract award (Schedule 1, a proposal for two contract awards (Schedule 2) as well as a proposal for three contract awards (Schedule 3). Total Cost/Price Evaluation: The Offeror’s cost/price proposal for all CLINs shall represent the unit quantity times the unit price for the specific CLIN in order to arrive at a total price per CLIN. The Government may determine that an offer is unacceptable if prices are significantly unbalanced. The cost/price proposal will not be scored although the volume will be ranked among offerors.

(b) The separate price/cost proposals in support of all items identified in Section B will be reviewed for completeness of data, reasonableness of allocation, realism of cost, realistic information and balanced pricing. Specifically, the FAA will assess each cost/price proposal to ensure that data provided is sufficient to allow complete price analysis and evaluation of proposed prices and includes all information required by Section L of the SIR. If reasonableness of price is not determined through adequate price competition, then the FAA will require the review of rationale and supporting data to establish the reasonableness of proposed elements of cost.

1. Completeness - Review of the proposal to ensure data provided is sufficient to allow complete analysis and evaluation of proposed costs and includes all information as requested in *Section L, Provision L.2 entitled "Instructions for Preparing and Submitting Proposals"*.

2. Reasonableness – Price analysis will be performed to determine the reasonableness of the offeror's price proposal. Reasonableness will be based on the total cost/price.

3. Realism - Overall review of proposal cost elements and estimating methodologies employed to determine whether the resulting prices are realistic based on the performance described.

4. Unrealistically Low Costs or Prices: Unrealistically low proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or the offeror has made an unrealistic proposal.

5. Unbalanced Pricing: Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk, and could result in payment of unreasonable high prices. Unbalanced pricing exists when, despite an acceptable total evaluation price, the price of one or more CLINs is significantly over or under as indicated by the application of cost or price analysis techniques. The Government may analyze offers to determine whether they are unbalanced with respect to separately priced line item. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

M.4 PAST PERFORMANCE AND RISK ASSESSMENT

(a) The past performance rating represents the evaluation of an offeror's present and past work record to assess the Government's confidence in the offeror's probability of successfully performing as proposed. The Government will evaluate the offeror's demonstrated record of contract compliance in supplying products and services that meet user's needs, including cost and schedule. The Past Performance Evaluation is accomplished by reviewing aspects of an offeror's relevant present and recent past performance, focusing on and targeting performance, which is relevant to the technical factors and sub-factors. In determining relevance, consideration will be given to previous and current contract performance that is similar in scope to the work described in the Statement of Work, which is an attachment to this solicitation. This information may include data on efforts performed by other division, critical subcontractors or teaming contractors, if such resources will be brought to bear or efforts performed for agencies of the federal state or local governments and commercial customers. As a result of an analysis of those risks, negative aspects and positive aspects of past performance identified, each offeror will receive an integrated Performance Confidence Assessment rating for the Past Performance factor. In addition to evaluating the extent to which the offeror's performance meets mission requirements, the assessment will consider things such as the offeror's history of forecasting and controlling costs, adhering to schedules (including the administrative aspects of performance), reasonableness and cooperative behavior and commitment to customer satisfaction, and generally, the contractor's business-like concern for the interest of the customer.

(b) Where relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contract or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

(c) Each offeror will receive one of the ratings described below for the Past Performance factor:

Rating	Description
HIGH CONFIDENCE	Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.
SIGNIFICANT CONFIDENCE	Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.
SATISFACTORY CONFIDENCE	Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.
UNKNOWN CONFIDENCE	No performance record is identifiable.
LITTLE CONFIDENCE	Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.
NO CONFIDENCE	Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.

(d) Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result will receive a "Unknown Confidence" rating for the Past Performance factor.